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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION
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NORTHERN DISTRICT OF OHIO
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NORTHERN DISTRICT OF OHIO
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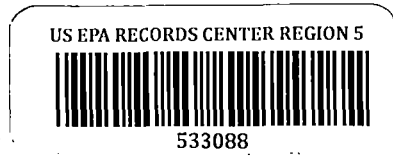
UNITED STATES OF AMERICA,
Plaintiff,
v.
BEAZER EAST, INC., f/k/a BEAZER
MATERIALS AND SERVICES, INC.,
f/k/a KOPPERS CO., and
MANSFIELD GRAPHICS, INC.,
Defendant.

CIVIL ACTION NO.
90 CV 1168
JUDGE DOWD

CONSENT DECREE

Plaintiff, the United States of America, on behalf of the Administrator of the United States Environmental Protection Agency ("U.S. EPA"), has filed a Complaint alleging that Mansfield Graphics, Inc. ("Mansfield"), an Ohio corporation, is liable to the United States, pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9607, as amended, for response costs incurred by the United States in responding to the release or threat of release of hazardous substances at the Summit National Superfund Site ("the Site") in Deerfield, Ohio.

Mansfield denies any and all legal or equitable liability under any federal, state, or local law in connection with the claims asserted against it in this action. Nothing contained in this Consent Decree and no payments made pursuant to this Consent



Decree shall be construed as an admission of liability or wrongdoing on the part of Mansfield.

NOW, THEREFORE, before the taking of any testimony, before adjudication of the merits of this case, and with the consent of the parties to this Decree, it is ORDERED, ADJUDGED, and DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action and over the parties to this Decree, pursuant to 28 U.S.C. Sections 1331 and 1355, and Section 113(b) of CERCLA, 42 U.S.C. § 9613(b). The parties agree to be bound by the terms of this Decree and not to contest its validity in any subsequent proceeding arising from it.

2. Venue is proper in this Court pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and pursuant to 28 U.S.C. § 1391(b) and (c).

II. DEFINITIONS

The following definitions shall apply in this Decree:

3. "Mansfield" means Mansfield Graphics, Inc., an Ohio corporation.

4. "Summit National Facility" means all of the following areas:

a. All property within the metes and bounds set forth in Appendix A to this Consent Decree, which property was used by Donald Georgeoff, Summit National Services, and/or Summit

National Liquid Disposal Services for the operation of a hazardous waste treatment, recycling, storage, and disposal facility near the intersection of State Route 224 and U.S. Route 225 in Deerfield, Portage County, Ohio;

b. The area to the East of the aforesaid property, as shown on Appendix B to this Consent Decree; and

c. The area located to the South and Southeast of the property described in Subparagraph (a) above, as shown on Appendix B to this Consent Decree.

5. "Summit National Response Costs" means all response costs, not inconsistent with the National Contingency Plan ("NCP"), as that term is defined in Section 105 of CERCLA, 42 U.S.C. § 9605, including any interest thereon, that have been incurred by the United States with respect to the Summit National Facility prior to entry of this Consent Decree.

III. PARTIES BOUND

6. This Decree shall apply to and be binding upon Mansfield, its successors and assigns. The Decree also applies to and is binding upon the United States. Each undersigned representative of Mansfield certifies that he or she is fully authorized to enter into this Decree, to execute this Decree, and to bind Mansfield to this Decree.

7. If all sums are paid to the United States by Mansfield pursuant to Section V of this Decree, the terms of this Consent Decree will resolve all civil liability of Mansfield to the

United States for Summit National Response Costs, as defined in this Decree.

IV. OBJECTIVE OF THIS DECREE

8. The objective of this Decree is to resolve the claims of the United States against Mansfield under Section 107 of CERCLA, 42 U.S.C. § 9607, for reimbursement of Summit National Response Costs.

V. PAYMENT OF RESPONSE COSTS AND INTEREST

9. Mansfield shall pay to the United States Fifty Six Thousand Dollars (\$56,000), by Electronic Funds Transfer ("EFT" or "wire transfer"), to the United States Department of Justice lockbox bank, referencing the CERCLA Number and the U.S.A.O. file number 9001913. Payment shall be made in accordance with instructions provided by the Plaintiff to the Settling Defendants upon execution of the Consent Decree. Any EFTs received at the U.S. D.O.J. lockbox bank after 11:00 A.M. (Eastern Time) will be credited on the next business day. The payment shall be made in three installments as follows: The first installment, in the amount of Twenty Thousand Dollars (\$20,000) is due (wire transfer must be received and credited by the United States) no later than 30 days following entry of this Consent Decree; the second installment, in the amount of Eighteen Thousand Dollars (\$18,000), is due no later than one year, thirty days following entry of this Consent Decree; the final installment, in the

amount of \$18,000, is due no later than two years, thirty days following entry of this Consent Decree.

10. Interest shall accrue on the entire unpaid balance at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607, beginning thirty days from the entry of this Consent Decree. Each payment must include all accrued interest in addition to the payment of principal set forth in Paragraph 9 of this Consent Decree. Interest shall be compounded annually.

11. After any failure by Mansfield to make the payment required by this Decree, Mansfield shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Decree or otherwise obtain such payment.

VI. COVENANT NOT TO SUE AND RESERVATION OF RIGHT

12. In consideration of all payments made by Mansfield as required under the terms of this Decree, and except as otherwise specifically provided in this Decree, the United States covenants not to sue, execute judgment, or take any other civil judicial or civil administrative action or proceeding against Mansfield for reimbursement for Summit National Response Costs, as defined by this Decree. This covenant not to sue shall not become effective with respect to Mansfield until timely payment is made to the United States of all sums provided for in Section V, above.

13. The United States expressly reserves, and this Decree shall be without prejudice to, any other claims, demands, rights, or causes of action the United States may have or which may yet

accrue, including, without limitation, any claims against Mansfield under CERCLA for injunctive relief or for response costs not covered by this Decree, including, without limitation, the following:

1) Claims of the United States for recovery of any response costs incurred after entry of this Decree.

2) Claims of the United States for interest on the foregoing;

3) Claims of the United States under Section 106 of CERCLA, 42 U.S.C. § 9606;

4) Claims for criminal liability; and

5) Claims for damages to natural resources.

14. This covenant not to sue is not and shall not be construed to be a release of any kind.

15. Nothing in this Decree is intended as a covenant not to sue or a release from liability for any person, firm, trust, joint venture, partnership, corporation, or other entity not a signatory to this Decree. The United States expressly reserves all claims, demands and causes of action, either judicial or administrative, present, past or future, in law or equity, against any person or entity not a party to this Decree for any matter arising at, or relating in any manner to, the Summit National Facility.

16. Nothing in this Decree shall diminish or effect any right of contribution or private cost recovery right Mansfield may have against persons not parties to this Consent Decree.

VII. RESPONSE AUTHORITY

17. Nothing in the Decree limits the response authority of the United States under Sections 104 and 106 of CERCLA, 42 U.S.C. §§ 9604 and 9606, or any other applicable law.

VIII. WAIVER OF CLAIMS

18. In consideration of the entry of this Decree, Mansfield shall not make any claim or demand against the United States or the Hazardous Substances Superfund established by Section 221 of CERCLA, 42 U.S.C. § 9631, including any claim pursuant to Sections 111 and 112 of CERCLA, 42 U.S.C. §§ 9611 and 9612, for Summit National Response Costs or for any attorneys' fees related to this action.

IX. RETENTION OF JURISDICTION

19. The Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Decree.

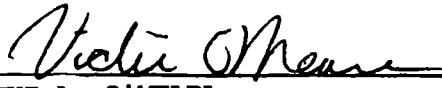
XI. TERMINATION OF MANSFIELD'S OBLIGATIONS


20. The obligations of Mansfield shall terminate upon confirmation by the United States that all payments required by Section V have been made.

XII. PUBLIC NOTICE AND COMMENT

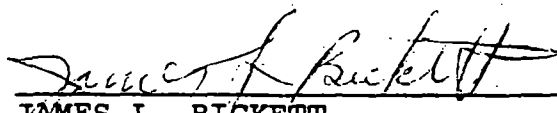
21. The parties whose signatures appear below hereby consent to the terms of this Consent Decree. The consent of the United States is subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

UNITED STATES OF AMERICA

9/30/92 By: 
Date VICKI A. O'MEARA
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

10/5/92 By: 
Date STEVEN J. WILLEY, Attorney
STEVEN D. ELLIS, Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Benjamin Franklin Station
P.O. Box 7611
Washington, D.C. 20044

JOYCE J. GEORGE
Acting United States Attorney
Northern District of Ohio

10/5/92 By: 
Date JAMES L. BICKETT
Assistant United States Attorney
1404 E. Ninth Street
Cleveland, Ohio 44114
(216) 363-3950

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

7/13/92.
Date

By:

Valdas Adamkus
VALDAS ADAMKUS
Regional Administrator
United States Environmental
Protection Agency
230 S. Dearborn Street
Chicago, Illinois 60604

Date

By:

PETER M. FELITTI
PETER M. FELITTI
Assistant Regional Counsel
United States Environmental
Protection Agency
230 S. Dearborn Street
Chicago, Illinois 60604

MANSFIELD GRAPHICS, INC.
nka "Brawil, Inc."

By:

WILLIAM J. CULLEN
Name of Officer (Type)

William J. Cullen
(Signature of officer)

PRESIDENT, BRAWIL, INC.

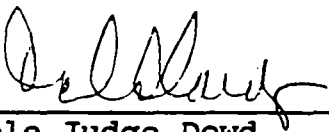
Title

(Place corporate seal and
acknowledgment of authority of
officer to sign here)

Prior Notice to all parties shall be provided by Settling
Defendants of any change in the identity or address of the
Settling Defendants or its agent for service of process.

IT IS SO ORDERED AND JUDGMENT IS ENTERED IN ACCORDANCE WITH THE
FOREGOING DECREE:

7-6-93
Date



Honorable Judge Dowd
United States District Judge

METES AND BOUNDS OF VASI PROPERTY

Known as being part of Lot #56 in Deerfield Township and bounded and described as follows: Beginning at the northwest corner of Lot #56; thence S. 89 deg. 25' East along the north line of said lot #56, a distance of 811.85 feet, and along the center line of U.S. 224; thence south 0 deg. 52" West 600 feet to an iron pipe and passing over an iron pipe set at 30 feet at the side of the highway; thence N. 89 deg. 25' West 811.85 feet to the west line of Lot #56, and the center line of S.R. 225, and passing over an iron pipe set at 30 feet at the side of highway; thence N 52' East along the west line of said Lot 56, 600 feet to the place of beginning and containing 11.18 acres of land, more or less.

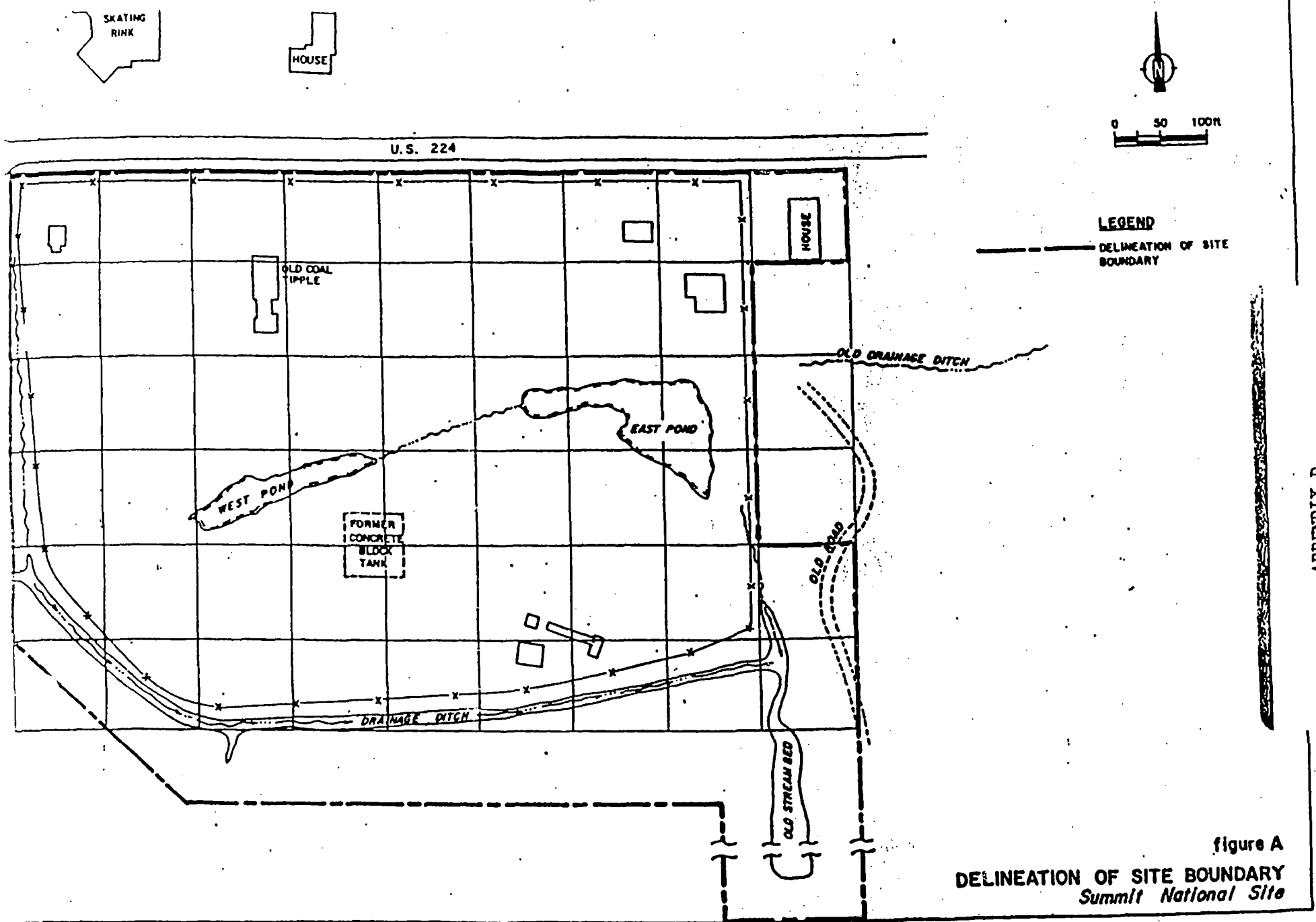


figure A
DELINEATION OF SITE BOUNDARY
Summit National Site

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[Signature]

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CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND

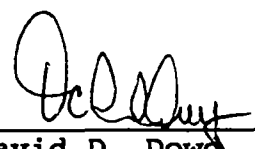
DOWD, J.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

United States of America,)	
)	
Plaintiff,)	CASE NO. 5:90 CV 1168
)	
vs.)	
)	<u>ORDER</u>
Beazer East, Inc., et al.,)	
)	
Defendants.)	

The Clerk's docket shows as pending plaintiff's motion for entry of the proposed consent decree (Docket #59). This motion was effectively granted by the entering of the decree (Docket #60). The Clerk's office is directed to correct the docket.

IT IS SO ORDERED.



David D. Dowd, Jr.
U.S. District Judge